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all others similarly situated

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DARRELL HUGHES and ROBIN
GOINGS, individually and on behalf of
all others similarly situated,

Plaintiffs,

vs.

UNITED AIRLINES, INC.,

Defendant.

3:22-cv-08967-LB

**FIRST AMENDED CLASS
ACTION COMPLAINT FOR:**

- (1) Failure to Pay Reporting Time Pay;
- (2) Failure to Provide Meal Periods;
- (3) Failure to Permit Rest Breaks;
- (4) Failure to Reimburse All Business Expenses;
- (5) Failure to Keep Accurate Payroll Records;
- (6) Failure to Pay Waiting Time Penalties; and
- (7) Violation of Business and Professions § 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiffs Darrell Hughes and Robin Goings, individually and on behalf of
2 others similarly situated, alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4
5 1. Plaintiffs Darrell Hughes and Robin Goings (“Plaintiffs”) bring this
6 putative class action against United Airlines, Inc. (“Defendant”) and Does 1-20
7 (“Defendant”), on behalf of themselves individually and a proposed class of
8 similarly situated individuals.

9 2. Plaintiffs and proposed class members are flight crew personnel,
10 including flight attendants who work or have worked for Defendant in California.

11 3. Defendant operates an international airline, which employs Plaintiffs
12 and the class at airports throughout California.

13
14 4. Through this action, Plaintiffs allege that Defendant has engaged in a
15 systematic pattern of wage and hour violations under the California Labor Code and
16 Industrial Welfare Commission (“IWC”) Wage Orders, all of which contribute to
17 Defendant’s deliberate unfair competition.

18
19 5. Plaintiffs are informed and believe, and thereon allege, that
20 Defendant has increased their profits by violating state wage and hour laws by,
21 among other things:

22 (a) Failing to pay reporting time pay;

23 (b) Failing to provide meal periods or compensation in lieu thereof;

24 (c) Failing to authorize or permit rest breaks or provide compensation in
25 lieu thereof;

26 (d) Failing to reimburse for all business expenses; and

27 (e) Failing to pay all wages at termination.
28

1 6. Defendant maintained and enforced against the class the following
2 unlawful practices and policies, in violation of California state wage and hour
3 laws:

4 (a) Defendant failed to compensate Plaintiffs and other class members for
5 half a day's work for the times they were required to report to work but
6 were not put to work or were furnished with less than half of their usual
7 scheduled day's work.

8
9 (b) Defendant failed to provide meal and rest in violation of California law.
10 Plaintiffs and class members regularly worked in excess of five (5)
11 hours a day without being provided at least half-hour meal periods in
12 which they were relieve of all duties. Furthermore, Defendant failed to
13 provide a second meal period for shifts of more than ten (10) hours.
14 Instead, Defendant regularly required Plaintiffs and class members to
15 perform work off-the-clock during meal periods. Moreover, based on
16 lack of proper coverage and the scheduling of meal periods, Plaintiffs
17 and class members were not able to take off-duty meal and rest periods
18 during their shifts. When class members suffered meal and rest period
19 violations, Defendant failed to pay an additional hour of pay at the
20 regular rate of pay to class members.
21

22 (c) Defendant failed to reimburse Plaintiffs and class members for all
23 business expenses, including but not limited to work required uniforms
24 and their cleaning costs, home internet and cellphone plans.
25

26
27 7. Plaintiffs bring this lawsuit seeking monetary relief against
28 Defendant on behalf of themselves and all others similarly situated in California

1 to recover, among other things, unpaid wages and benefits, interest, attorneys'
2 fees, costs and expenses and penalties pursuant to Labor Code §§ 201-203, 226.7,
3 512, 1174, 1174.5, 2800 and 2802.

4 **JURISDICTION AND VENUE**

5
6 8. This is a class action, pursuant to the Federal Rules of Civil
7 Procedure. Defendant removed the case from Alameda County Superior Court
8 pursuant to the same and the action has not been remanded.

9
10 9. The United States District Court for the Northern District of
11 California has personal jurisdiction over Defendant because many of the acts
12 complained of and giving rise to the claims alleged took place in California and in
13 this District.

14 **THE PARTIES**

15
16 10. Plaintiffs Darrell Hughes and Robin Goings are citizens of California.
17 Plaintiffs were employed by Defendant during the class period in California.

18
19 11. Plaintiffs are informed and believe, and thereon allege, that
20 Defendant at all times hereinafter mentioned, was and is an employer as defined
21 in and subject to the Labor Code and IWC Wage Orders, whose employees were
22 and are engaged throughout this county and the State of California.

23 **CLASS ACTION ALLEGATIONS**

24
25 12. Plaintiffs bring this action under the Federal Rules of Civil Procedure,
26 Rule 23 on behalf of themselves and all others similarly situated who were affected
27 by Defendant's Labor Code, Business and Professions Code §§ 17200 and IWC
28 Wage Order violations.

13. All claims alleged herein arise under California law for which

1 Plaintiffs seek relief authorized by California law.

2 14. Plaintiffs' proposed class consists of and is defined as follows:

3 Class

4 All current and former flight attendants and pilots who worked
5 for Defendant in the State of California from four years
6 preceding the filing of this Complaint. plus 179 days before the
7 filing of this complaint to the date of trial.¹

8
9 15. Members of the class described above will be collectively referred to
10 as "class members." Plaintiffs reserve the right to establish other or additional
11 subclasses, or modify any class or subclass definition, as appropriate based on
12 investigation, discovery and specific theories of liability.

13
14 16. Plaintiffs also seek to certify the following subclass of employees:

15 Subclass

16 All members of the class who separated their employment from
17 Defendant from three years preceding the filing of this
18 Complaint.

19
20 17. This action has been brought and may properly be maintained as a
21 class action under the California Code of Civil Procedure § 382 because there are
22 common questions of law and fact as to the class that predominate over questions
23 affecting only individual members including, but not limited to:

24 (a) Whether Defendant paid reporting time pay;

25 (b) Whether Defendant deprived Plaintiffs and class members of
26

27
28 ¹ The statute of limitations for this matter was tolled pursuant to Cal. Rules of Court,
Appendix I, Emergency Rule No. 9.

compliant meal periods or required Plaintiffs and class members to work through meal periods without compensation;

(c) Whether Defendant deprived Plaintiffs and class members of compliant rest breaks;

(d) Whether Defendant failed to reimburse Plaintiffs and class members for business expenses; and

(e) Whether Defendant engaged in unfair business practices in violation of Business & Professions Code §§ 17200, *et seq.*

18. There is a well-defined community of interest in this litigation and the class is readily ascertainable:

(a) Numerosity: The members of the class are so numerous that joinder of all members is impractical. Although the members of the class are unknown to Plaintiffs at this time, on information and belief, the class is estimated to be greater than 100 individuals. The identity of the class members are readily ascertainable by inspection of Defendant's employment and payroll records.

(b) Commonality: The questions of law and fact raised by Plaintiffs' claims (and defenses, if any) are common to the class Plaintiffs seek to represent.

(c) Typicality: The claims (or defenses, if any) of Plaintiffs are typical of the claims (or defenses, if any) of the class because Defendant's failure to comply with the provisions of California wage and hour laws entitled each class member to similar pay,

1 benefits and other relief. The injuries sustained by Plaintiffs are
2 also typical of the injuries sustained by the class because they
3 arise out of and are caused by Defendant's common course of
4 conduct as alleged herein.

5
6 (d) Adequacy: Plaintiffs are qualified to, and will fairly and
7 adequately represent and protect the interests of all members of
8 the class because it is in his best interest to prosecute the claims
9 alleged herein to obtain full compensation and penalties due to
10 him and the class. Plaintiffs' attorneys, as proposed class
11 counsel, are competent and experienced in litigating large
12 employment class actions and are versed in the rules governing
13 class action discovery, certification and settlement. Plaintiffs
14 have incurred and, throughout the duration of this action, will
15 continue to incur attorneys' fees and costs that have been and will
16 be necessarily expended for the prosecution of this action for the
17 substantial benefit of each class member.
18

19
20 (e) Superiority: The nature of this action makes the use of class
21 action adjudication superior to other methods. A class action will
22 achieve economies of time, effort and expense as compared with
23 separate lawsuits, and will avoid inconsistent outcomes because
24 the same issues can be adjudicated in the same manner and at the
25 same time for each class. If appropriate this Court can, and is
26 empowered to, fashion methods to efficiently manage this case
27 as a class action.
28

1 (f) Public Policy Considerations: Employers in the State of
2 California and other states violate employment and labor laws
3 every day. Current employees are often afraid to assert their
4 rights out of fear of direct or indirect retaliation. Former
5 employees are fearful of bringing actions because they believe
6 their former employers might damage their future endeavors
7 through negative references and/or other means. class actions
8 provide the class members who are not named in the complaint
9 with a type of anonymity that allows for the vindication of their
10 rights at the same time as affording them privacy protections.
11

12 **FACTUAL ALLEGATIONS**

13
14 19. Plaintiff Darrell Hughes worked for Defendant from approximately
15 November 2015 until August 2, 2022, as a flight attendant.

16 20. Plaintiff Robin Goings has worked for Defendant since
17 approximately 1994 as a flight attendant.

18 21. On multiple occasions, Plaintiffs have reported for work at their home
19 base airport only to not work their scheduled flight. Moreover, while working as
20 a “reserve” flight attendant, Plaintiffs have reported for work at their home airport
21 base on a “standby” shift, where an employee is to wait on the ready, at the airport
22 for four hours, in case he or she is needed. On multiple occasions, Plaintiffs
23 reported for their standby shift and did not work an actual flight. Defendant did
24 not properly pay reporting time penalties for such shifts as required by law.
25

26 22. During a flight, Plaintiffs and the class are expected to be alert and on
27 duty at all times for safety. Plaintiffs and the class were expected to make safety
28

1 and service rounds of the aircraft approximately every fifteen (15) minutes.

2 23. Plaintiffs and the class were regularly denied timely and compliant
3 meal and rest breaks. For example, Plaintiffs regularly worked shifts over six (6)
4 hours in length, but rarely received a thirty (30) minute meal break before the fifth
5 hour. In fact, on many occasions, Plaintiffs were unable to eat at all while working
6 for Defendant. Plaintiffs were only able to “eat on the go” while on duty for
7 Defendant. Additionally, Plaintiffs rarely received a rest break while working for
8 Defendant. Despite this, Defendant never compensated Plaintiffs or the class meal
9 or rest period premiums for which they were entitled.
10

11 24. Plaintiffs and the class were required to expend monies in direct
12 consequence of their work for Defendant. For example, Plaintiffs were required
13 to purchase and maintain uniforms from Defendant. Plaintiffs also were required
14 to complete mandatory work training at home on either their personal computer or
15 cellular phone. Defendant failed to reimburse Plaintiffs for any of these expenses.
16

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY REPORTING TIME PAY**

19 **(Violation of Labor Code § 1198; Violation of IWC Wage Order 9)**

20 25. Plaintiffs hereby re-allege and incorporates by reference all
21 paragraphs above as though fully set forth herein.
22

23 26. Cal Labor Code § 1198 prohibits employers from violating the IWC
24 Wage Orders.
25

26 27. Section 5 of the applicable IWC Wage Order requires that on each
27 workday that an employee reports for work as scheduled but is not put to work or
28 is furnished less than half of the employee’s usual or scheduled day’s work, the

1 employee shall be paid for half the usual or scheduled day's work, but in no event
2 for less than two (2) hours nor more than four (4) hours at the employee's regular
3 rate of pay, which shall not be less than the minimum wage. Section 5 of the
4 applicable Wage Order denominates this as "Reporting Time Pay."

5
6 28. During the class Period, Plaintiffs and class members were required
7 to report to work but were not put to work and would be sent home early.
8 Accordingly, for those times that Plaintiffs and class members were required to
9 report to work but were not put to work or were furnished with less than half of
10 their usual scheduled day's work, Plaintiffs and class members are entitled to
11 recover from Defendant compensation for half a day's work, plus interest thereon,
12 together with their reasonable attorneys' fees and costs.
13

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PROVIDE MEAL PERIODS**

16 **(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order)**

17 29. Plaintiffs hereby re-allege and incorporate by reference all
18 paragraphs above as though fully set forth herein.
19

20 30. Labor Code § 226.7 provides that no employer shall require an
21 employee to work during any meal period mandated by the IWC Wage Orders.

22 31. Section 11 of the applicable IWC Wage Order states, "no employer
23 shall employ any person for a work period of more than five (5) hours without a
24 meal period of not less than 30 minutes, except that when a work period of not
25 more than six (6) hours will complete the day's work the meal period may be
26 waived by mutual consent of the employer and the employee."
27

28 32. Labor Code § 512(a) provides that an employer may not require, cause

1 or permit an employee to work for a period of more than five (5) hours per day
2 without providing the employee with an uninterrupted meal period of not less than
3 thirty (30) minutes, except that if the total work period per day of the employee is
4 not more than six (6) hours, the meal period may be waived by mutual consent of
5 both the employer and the employee.
6

7 33. Labor Code § 512(a) also provides that an employer may not employ
8 an employee for a work period of more than ten (10) hours per day without
9 providing the employee with a second meal period of not less than thirty (30)
10 minutes, except that if the total hours worked is no more than twelve (12) hours,
11 the second meal period may be waived by mutual consent of the employer and the
12 employee only if the first meal period was not waived.
13

14 34. During the relevant time period, Plaintiffs and class members did not
15 receive compliant meal periods for each five hours worked per day or a second
16 meal period for every ten hours worked. Specifically, Plaintiffs and class members
17 were regularly required to consistently work through their meal periods, regularly
18 had their meal periods interrupted, were provided with meal periods that were often
19 less than thirty minutes, and/or were regularly provided with meal periods after the
20 end of the fifth hour of their shifts.
21

22 35. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage
23 Order require an employer to pay an employee one additional hour of pay at the
24 employee's regular rate of compensation for each work day that a meal period is
25 not provided.
26

27 36. At all relevant times, Defendant failed to pay Plaintiffs and class
28 members all meal period premiums due for meal period violations pursuant to

1 Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order.

2 37. As a result of Defendant's failure to pay Plaintiffs and class members
3 an additional hour of pay for each day a meal period was not provided, Plaintiffs
4 and class members suffered and continue to suffer a loss of wages and
5 compensation.
6

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PERMIT REST BREAKS**

9 **(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order)**

10 38. Plaintiffs hereby re-allege and incorporate by reference all
11 paragraphs above as though fully set forth herein.
12

13 39. Labor Code § 226.7(a) provides that no employer shall require an
14 employee to work during any rest period mandated by the IWC Wage Orders.

15 40. Section 12 of the applicable IWC Wage Order states "every employer
16 shall authorize and permit all employees to take rest periods, which insofar as
17 practicable shall be in the middle of each work period" and the "authorized rest
18 period time shall be based on the total hours worked daily at the rate of ten (10)
19 minutes net rest time per four (4) hours or major fraction thereof" unless the total
20 daily work time is less than three and one-half (3½) hours.
21

22 41. During the relevant time period, Plaintiffs and class members did not
23 receive a ten (10) minute rest period for every four (4) hours or major fraction
24 thereof worked.

25 42. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage
26 Order requires an employer to pay an employee one additional hour of pay at the
27 employee's regular rate of compensation for each workday that the rest period is
28

1 not provided.

2 43. At all relevant times, Defendant failed to pay Plaintiffs and class
3 members all rest period premiums due for rest period violations pursuant to Labor
4 Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

5 44. As a result of Defendant's failure to pay Plaintiffs and class members
6 an additional hour of pay for each day a rest period was not provided, Plaintiffs and
7 class members suffered and continue to suffer a loss of wages and compensation.
8

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

11 **(Violation of Labor Code §§ 2800, 2802, and the Applicable IWC Wage**

12 **Order § 9)**

13 45. Plaintiffs re-allege and incorporate by this reference each and every
14 allegation set forth in all previous paragraphs of the Complaint.
15

16 46. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall
17 in all cases indemnify his employee for losses caused by the employer's want of
18 ordinary care."
19

20 47. Labor Code § 2802 provides, in pertinent part, "[a]n employer shall
21 indemnify his or her employee for all necessary expenditures or losses incurred by
22 the employee in direct consequence of the discharge of his or her duties..."

23 48. Further, Labor Code § 2802 additionally provides, in pertinent part:
24 "(c)...the term 'necessary expenditures or losses' shall include all reasonable
25 costs, including but not limited to, attorney's fees incurred by the employee
26 enforcing the rights granted by this section."
27

28 49. The Applicable IWC Wage Order § 9 provides that: "When uniforms

1 are required by the employer to be worn by the employee as a condition of
2 employment, such uniforms shall be provided and maintained by the employer”.
3 Additionally, it provides “When tools or equipment are required by the employer
4 or are necessary to the performance of a job, such tools and equipment shall be
5 provided and maintained by the employer....”
6

7 50. California Labor Code section 2804 mandates that this statutory right
8 cannot be waived.

9 51. During the relevant time period, Defendant was required to indemnify
10 and reimburse Plaintiffs and members of the Plaintiffs class for all expenditures or
11 losses caused by the employer’s want of ordinary care and/or incurred in direct
12 consequent of the discharge of their duties, but failed to indemnify and reimburse
13 Plaintiffs and members of the Plaintiffs class.
14

15 52. As a direct and proximate result, Plaintiffs and members of the
16 Plaintiffs class have suffered, and continue to suffer, substantial losses, related to
17 the use and enjoyment of such monies to be reimbursed, lost interest on such
18 monies, and expenses and attorney’s fees in seeking to compel Defendant to fully
19 perform their obligations under California law, all to their damage in amounts
20 according to proof at the time of trial.
21

22 53. Accordingly, Plaintiffs and members of the Plaintiffs class are
23 entitled to recover, and hereby seek, an amount equal to incurred necessary
24 expenditures, pre- and post-judgment interest, applicable penalties, attorneys’ fees
25 and costs, and any further equitable relief this Court may deem just and proper.
26 *See* Cal. Lab. Code § 2802, *see also*, Cal. Civ. Proc. Code § 1021.5.
27

28 54. Plaintiffs, on behalf of themselves and members of the Plaintiffs

1 class, request relief as described below.

2 **FIFTH CAUSE OF ACTION**

3 **FAILURE TO KEEP ACCURATE PAYROLL RECORDS**

4 **(Violation of California Labor Code §§ 1174 & 1174.5)**

5
6 55. Plaintiffs re-allege and incorporate by this reference each and every
7 allegation set forth in all previous paragraphs of the Complaint.

8 56. Labor Code § 1174 requires Defendant to maintain payroll records
9 showing the actual hours worked daily by Plaintiffs and the class members.

10 57. Defendant knowingly, intentionally, and willfully has failed to
11 maintain payroll records showing the actual hours worked by Plaintiffs and the
12 class members as required by California Labor Code § 1174 and in violation of §
13 1174.5. As a direct result of Defendant's failure to maintain payroll records,
14 Plaintiffs and the class members have suffered actual economic harm as they have
15 been precluded from accurately monitoring the number of hours they have worked
16 as compared with what they were paid. As a direct and proximate result of the
17 unlawful acts and omissions of Defendant, Plaintiffs and the class members are
18 entitled to recover damages and penalties in an amount to be determined at trial,
19 plus interest, attorneys' fees, and costs of suit
20
21

22 **SIXTH CAUSE OF ACTION**

23 **WAITING TIME PENALTIES**

24 **(Violation of Labor Code §§ 201-203)**

25
26 58. Plaintiffs re-allege and incorporate by this reference each and every
27 allegation set forth in all previous paragraphs of the Complaint.

28 59. California Labor Code §§ 201 and 202 provide that if an employer

1 discharges an employee, the wages earned and unpaid at the time of discharge are
2 due and payable immediately, and that if an employee voluntarily leaves her
3 employment, her wages shall become due and payable not later than seventy-two
4 (72) hours thereafter, unless the employee has given seventy-two (72) hours
5 previous notice of her intention to quit, in which case the employee is entitled to
6 her wages at the time of quitting.
7

8 60. During the relevant time period, Defendant willfully failed to pay
9 Plaintiffs and subclass members all their earned wages upon termination including,
10 but not limited to, proper sick pay at the regular rate of pay, meal and rest break
11 premiums at the regular rate of pay, minimum wages and overtime compensation,
12 either at the time of discharge or within seventy-two (72) hours of heir leaving
13 Defendant's employ.
14

15 61. Defendant's failure to pay Plaintiffs and subclass members all their
16 earned wages at the time of discharge or within seventy-two (72) hours of their
17 leaving Defendant's employ is in violation of Labor Code §§ 201 and 202.
18

19 62. California Labor Code § 203 provides that if an employer willfully
20 fails to pay wages owed immediately upon discharge or resignation in accordance
21 with Labor Code §§ 201 and 202, then the wages of the employee shall continue
22 as a penalty from the due date at the same rate until paid or until an action is
23 commenced; but the wages shall not continue for more than thirty (30) days.
24

25 63. Plaintiffs and subclass members are entitled to recover from
26 Defendant the statutory penalty which is defined as Plaintiffs' and subclass
27 members' regular daily wages for each day they were not paid, at their regular
28 hourly rate of pay, up to a thirty (30) day maximum pursuant to Labor Code § 203.

SEVENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, *ET*

SEQ.

64. Plaintiffs hereby re-allege and incorporate by reference all paragraphs above as though fully set forth herein.

65. Defendant's conduct, as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiffs and class members. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

66. Defendant's activities, as alleged herein, violate California law and constitute unlawful business acts or practices in violation of California Business and Professions Code §§ 17200, *et seq.*

67. A violation of Business and Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law.

68. Defendant's policies and practices have violated state law in at least the following respects:

69. Violation of Labor Code §§ 201, 202, 203, for failure to timely pay all earned wages owed to Plaintiffs and other aggrieved employees upon separation of employment as herein alleged;

70. Failing to pay reporting time pay in violation of Labor Code § 1198;

71. Failing to provide timely meal periods without paying Plaintiffs and class members premium wages for every day said meal periods were not provided in violation of Labor Code §§ 226.7 and 512;

72. Failing to authorize or permit rest breaks without paying Plaintiffs

1 and class members premium wages for every day said rest breaks were not
2 authorized or permitted in violation of Labor Code § 226.7; and

3 73. Failing to keep accurate payroll records in violation of Labor Code
4 §§ 1174 and 1174.5.

5 74. Defendant intentionally avoided paying Plaintiffs and class members'
6 wages and monies, thereby creating for Defendant an artificially lower cost of
7 doing business in order to undercut their competitors and establish and gain a
8 greater foothold in the marketplace.

9 75. Pursuant to Business and Professions Code §§ 17200, *et seq.*
10 Plaintiffs and class members are entitled to restitution of the wages unlawfully
11 withheld and retained by Defendant during a period that commences four years
12 prior to the filing of the Complaint; an award of attorneys' fees pursuant to Code
13 of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

14 76. For all provisions of the Labor Code except those for which a civil
15 penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendant a
16 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
17 period for the initial violation and two hundred dollars (\$200.00) for each aggrieved
18 employee per pay period for each subsequent pay period in which Defendant
19 violated these provisions of the Labor Code.

20 77. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are
21 entitled to recover civil penalties, in addition to other remedies, for violations of
22 the Labor Code sections cited above.

23 78. Plaintiffs, as representatives of the general public, seeks to recover all
24 Labor Code section 2699(f)(2) civil penalties for each Labor Code violation alleged
25
26
27
28

1 herein, according to proof, as to those penalties otherwise only available in public
2 agency enforcement actions. Funds recovered will be distributed in accordance
3 with the PAGA, with 75% of penalties recovered provided to the LWDA on behalf
4 of the State of California.

5
6 79. For bringing this action, Plaintiffs are entitled to attorney's fees and
7 costs incurred herein.

8 **PRAYER FOR RELIEF**

9 Plaintiffs, on their own behalf and on behalf of all others similarly situated,
10 pray for relief and judgment against Defendant, jointly and severally, as follows:

11 1. For certification of this action as a class action, including certifying
12 the class and subclass alleged by Plaintiff;

13
14 2. For appointment of Darrell Hughes as the class representative;

15 3. For appointment of Lebe Law, APLC as class counsel for all
16 purposes;

17 4. For compensatory damages in an amount according to proof with
18 interest thereon;

19
20 5. For economic and/or special damages in an amount according to
21 proof with interest thereon;

22 6. To pay all reporting time pay as required by law, in an amount
23 according to proof;

24 7. To pay all meal period premiums for failure to provide off-duty meal
25 periods as required by law, in an amount according to proof;

26
27 8. To pay all rest period premiums for failure to provide paid 10-minute
28 rest periods as required by law, in an amount according to proof;

1 9. For reimbursement of unpaid business expenses, in accordance with
2 Labor Code section 2802;

3 10. For reasonable attorneys' fees, costs of suit and interest to the extent
4 permitted by law, including pursuant to Code of Civil Procedure § 1021.5, Labor
5 Code §§ 226(e) and 1194;

6 11. For statutory penalties to the extent permitted by law, including those
7 pursuant to the Labor Code and IWC Wage Orders;

8 12. For restitution as provided by Business and Professions Code §§ 17200,
9 *et seq.*;

10 13. For an order requiring Defendant to restore and disgorge all funds to
11 each employee acquired by means of any act or practice declared by this Court to be
12 unlawful, unfair or fraudulent and, therefore, constituting unfair competition under
13 Business and Professions Code §§ 17200, *et seq.*;

14 14. For an award of damages in the amount of unpaid compensation
15 including, but not limited to, unpaid wages, benefits and penalties, including interest
16 thereon;

17 15. For injunctive relief;

18 16. For pre-judgment interest; and

19 17. For such other relief as the Court deems just and proper.
20
21
22
23

24 ///

25 ///

26 ///

1 DATED: July 18, 2023

LEBE LAW, APLC

2
3 By: /s/ Jonathan M. Lebe

4 Jonathan M. Lebe

5 Chancellor D. Nobles

6 Brielle D. Edborg

7 Attorneys for Plaintiffs Darrell Hughes

8 and Robin Goings,

9 Individually and on behalf of all others

10 similarly situated

11 ///

12 ///

13 ///

14 ///

15 ///

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial with respect to all issues triable of right by jury.

DATED: July 18, 2023

LEBE LAW, APLC

By: /s/ Jonathan M. Lebe

Jonathan M. Lebe

Chancellor D. Nobles

Brielle D. Edborg

Attorneys for Plaintiffs Darrell Hughes
and Robin Goings,

Individually and on behalf of all others
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